EXHIBIT B

KIMBERLY FRALEY 326 LAFAYETTE AVENUE URBANA, OHIO 43078

AND

JAMES FRALEY 326 LAFAYETTE AVENUE URBANA, OHIO 43078,

Plaintiffs,

-US.-

PROPERTY AND CASUALTY INSURANCE COMPANY OF HARTFORD
201 NORTH ILLINOIS STREET, 16th FLOOR INDIANAPOLIS, INDIANA 46204
Please Serve:
Property and Casualty Insurance Company of Hartford
c/o CT Corporation System
334 North Senate Avenue
Indianapolis, Indiana 46204

AND

HARTFORD CASUALTY INSURANCE COMPANY
201 NORTH ILLINOIS STREET, 16TH FLOOR INDIANAPOLIS, INDIANA 46204
Please Serve:
Hartford Casualty Insurance Company c/o CT Corporation System
334 North Senate Avenue
Indianapolis, Indiana 46204

24 CV 0 0 8 Case No: _____

COMPLAINT WITH
JURY DEMAND
ENDORSED HEREON

DOWNAN 16 PH 2:59

ST STORY OF THE ST

AND

THE HARTFORD FINANCIAL SERVICES GROUP, INC.
690 ASYLUM AVENUE
HARTFORD, CONNECTICUT 06155
Please Serve:
The Hartford Financial Services Group, Inc.
c/o The Corporation Trust Company
Corporation Trust Center
1209 Orange Street
Wilmington, Delaware 19801

Defendants.

NOW COME Plaintiffs, Kimberly Fraley and James Fraley, by and through undersigned counsel, and state their Complaint against the named Defendants, as follows:

I. The Parties

- 1. Plaintiff, Kimberly Fraley, resides at 326 Lafayette Avenue, in Urbana, Champaign County, Ohio 43078 ["the subject property"] and has so resided at relevant times herein.
- 2. Plaintiff, James Fraley, resides at 326 Lafayette Avenue, in Urbana, Champaign County, Ohio 43078 ["the subject property"] and has so resided at relevant times herein.
- 3. Plaintiffs, Kimberly Fraley and James Fraley, insured their residence through Defendants, (1) Property and Casualty Insurance Company of Hartford, (2) Hartford Casualty Insurance Company, (3) Hartford Accident and Indemnity Company, (4) Hartford Insurance Company of the Midwest, (5) Hartford Insurance Company of the

- Southeast, (6) Trumbull Insurance Company and/or (7) The Hartford Financial Services Group, Inc. [Collectively, "the Hartford Defendants"].
- **4.** This case arises from the negligent and/or willful failure of The Hartford Defendants, acting individually and/or in concert, to fully and adequately indemnify the Plaintiffs, Kimberly Fraley and James Fraley, for their covered loss and damages.
- 5. Defendant Property and Casualty Insurance Company of Hartford is an Indiana corporation, which issued a homeowners' insurance policy to the Plaintiffs, which was in full force and effect at the time of the subject loss. The executives of this company are located at One Hartford Plaza, Hartford, Connecticut 06155.
- 6. Defendant Hartford Casualty Insurance Company is an Indiana corporation, which issued a homeowners' insurance policy to the Plaintiffs which was in full force and effect at the time of the subject loss. The executives of this company are located at One Hartford Plaza, Hartford, Connecticut 06155.
- 7. Defendant Hartford Accident and Indemnity Company is a Connecticut insurance company which issued a homeowners' insurance policy to the Plaintiffs which was in full force and effect at the time of the subject loss. The executives of this company are located at One Hartford Plaza, Hartford, Connecticut 06155.
- **8.** Defendant Hartford Insurance Company of the Midwest is an Indiana corporation which issued a homeowners' insurance policy to the Plaintiffs, which was in full force and effect at the time of the subject loss. The executives of this company are located at One Hartford Plaza, Hartford, Connecticut 06155.

- 9. Defendant Hartford Insurance Company of the Southeast is a Connecticut insurance company, which issued a homeowners' insurance policy to the Plaintiffs which was in full force and effect at the time of the subject loss. The executives of this company are located at One Hartford Plaza, Hartford, Connecticut 06155.
- 10. Defendant Trumbull Insurance Company is a Connecticut insurance company which issued a homeowners' insurance policy to the Plaintiffs which was in full force and effect at the time of the subject loss. The executives of this company are located at One Hartford Plaza, Hartford, Connecticut 06155.
- 11. Defendant Hartford Financial Services Group, Inc., is a Delaware financial services and insurance corporation headquartered in Hartford, Connecticut, which issued a homeowners' insurance policy contract to the Plaintiffs which was in full force and effect at the time of the subject loss.

II. Jurisdiction and Venue

- 12. Jurisdiction is properly invoked in the Champaign County Court of Common Pleas, as this Court has jurisdiction over actions for breach of insurance contract, and for bad faith arising from a covered loss and for remediation and restoration services, in which the subject property is located in Champaign County, Ohio.
- 13. Venue is proper in Champaign County, Ohio, as the subject property is in Champaign County, the material events of the subject property loss occurred in Champaign County, and the Hartford Defendants conduct substantial business within Champaign County, Ohio.

III. Statement of Facts

- 14. The subject property, a single family dwelling located at 326 Lafayette Avenue, in Urbana, Champaign County, Ohio 43078 was (and still is) owned by the Plaintiffs and is their primary residence.
- 15. On or about April 01, 2023 Plaintiffs suffered a substantial windstorm loss to the roof at the subject property.
- 16. Plaintiffs, Kimberly Fraley and James Fraley, promptly notified the Hartford Defendants of the occurrence on or about April 01, 2023 and have satisfied all conditions precedent to pursue a bona fide and valid property loss claim under the subject Hartford insurance policy which was in full force and effect on the date of the subject loss.
- 17. Plaintiff duly reported the loss and fully cooperated with the Hartford Defendants following the subject windstorm loss. The Hartford Defendants failed to conduct a reasonable investigation of the loss.
- 18. As a result of the subject covered loss, there was substantial damage and/or destruction to the structure and/or contents and/or loss of use and/or additional damages at the subject property.
- 19. The Hartford Defendants wrongfully denied the claim and/or certain portions of the claim and/or processed the claim in bad faith, made an inadequate, partial payment for the loss and/or otherwise engaged in wrongful acts and omissions in failing to fully indemnify the Plaintiffs for their covered loss.
- 20. Plaintiffs placed reasonable reliance on the Hartford Defendants that said Defendants would act in good faith, engage in fair dealing, adjust the claim in good faith

and indemnify the Plaintiffs promptly for their property loss, in an amount, yet to be determined, but in excess of Twenty-five thousand (\$25,000.00) dollars, according to proof at trial.

COUNT I: BREACH OF CONTRACT

- 21. Plaintiffs Kimberly Fraley and James Fraley restate and re-allege each and every allegation contained in Paragraphs One through Twenty (1-20), with the same force and effect as though fully rewritten herein.
- 22. Plaintiffs placed reasonable and justifiable reliance upon the Hartford Defendants to perform the reasonable and necessary services to adjust the subject windstorm loss and to adequately indemnify Plaintiffs for their substantial covered loss.
- 23. The Hartford Defendants owed a duty of good faith and fair dealing to the Plaintiffs Kimberly Fraleý and James Fraley in carrying out its duties under the subject insurance policy.
- **24.** The Hartford Defendants breached their duty of good faith and fair dealing by, *inter alia*, engaging in the following acts or omissions:
 - (a) failing to promptly and reasonably adjust and pay the Plaintiffs' claim;
 - (b) failing to establish a reasonable justification for the denial of the Plaintiffs' claim;
 - (c) taking advantage of the Plaintiffs' vulnerable position in order to force the Plaintiffs to accept an unfair settlement of the Plaintiffs' claim;

- (d) failing to properly inspect the site of the loss and to adequately and properly investigate the claim, with the wrongful intent to deny the Plaintiffs' claim from its inception;
- (e) failing to properly analyze the cause of the loss and/or the applicable coverage;
- (f) failing to properly review the analysis contained in any reports related to the loss in its possession;
- (g) failing to properly review the available evidence related to the loss;
- (h) failing to perform a good faith analysis of the loss;
- (i) failing to prepare a good faith estimate of damages caused by the loss;
- (j) refusing Plaintiffs' reasonable requests for information;
- (k) failing to indemnify the Plaintiffs for their losses and damages within a reasonable period of time;
- (I) failing to properly train, supervise and/or instruct its adjusters and/or agents;
- (m) failing to provide uniform and/or standard guidelines and/or materials to adjusters and/or agents to properly evaluate claims;
- (n) failing to timely provide sufficient funds for the repairs and replacement of the subject property;
- (o) failing to pay sufficient living expenses and/or loss of use expenses incurred by the Plaintiffs, in accordance with the governing policy of insurance;
- (p) failing to provide sufficient funds for the repair and/or replacement of the contents contained in the subject dwelling, as provided for in the subject policy of insurance;

- (q) acting with malice and/or aggravated and/or egregious fraud, and/or, as principal or master, knowingly authorizing, participating in, or ratifying the actions and/or omissions of an agent or servant of the Defendants; and
- (r) engaging in other wrongful acts or omissions to be shown at trial on the merits.
- 25. As a direct and proximate result of the above-referenced material breach of the insurance contract by the Hartford Defendants, Plaintiffs Kimberly Fraley and James Fraley have sustained losses and damages, in an amount, yet to be determined, but in excess of Twenty-five thousand (\$25,000.00) dollars, according to proof at trial.
- 26. To the extent the conduct of the Hartford Defendants is shown to be willful, wanton, fraudulent, oppressive and/or done in conscious disregard for the property interests of the Plaintiffs Kimberly Fraley and James Fraley, then the Plaintiffs are entitled to an award of punitive damages, in an amount, to be determined by the trier of fact, but in excess of Twenty-five thousand (\$25,000.00) dollars, according to proof at trial.

COUNT II: BAD FAITH

- 27. Plaintiffs Kimberly Fraley and James Fraley restate and re-allege each and every allegation contained in Paragraphs One through Twenty-six (1-26), with the same force and effect, as though fully rewritten herein.
- 28. As insurers, the Hartford Defendants, their respective management, and personnel, have the obligation to act in good faith in addressing coverage decisions, including, but not limited to, acting in good faith in the processing and adjustment of claims, upon the occurrence of a covered event.

- 22. The Hartford Defendants' wrongful failure to promptly and reasonably adjust the subject loss claim, as alleged herein, constitutes a series of arbitrary and capricious acts, without a reasonable factual basis and/or legal justification, thereby constituting multiple acts of bad faith towards their insureds, Plaintiffs, Kimberly Fraley and James Fraley.
- 23. As a direct and proximate result of the Hartford Defendants' bad faith conduct, Plaintiffs, Kimberly Fraley and James Fraley, have been damaged in an amount, yet to be determined, but in excess of Twenty-five thousand (\$25,000.00) dollars, according to proof at trial.
- 24. The conduct of the Hartford Defendants has been intentional, malicious, purposeful and/or done in conscious disregard of the rights of the Plaintiffs, such that the Plaintiffs, Kimberly Fraley and James Fraley, are entitled to an award of punitive damages or exemplary damages, in an amount, to be determined by the trier of fact, but in excess of Twenty-five thousand (\$25,000.00) dollars, according to proof at trial.

RELIEF REQUESTED

WHEREFORE, Plaintiffs, Kimberly Fraley and James Fraley, by and through counsel, demand the following relief:

A. Judgment against the Defendants, (1) Property and Casualty Insurance Company of Hartford, (2) Hartford Casualty Insurance Company, (3) Hartford Accident and Indemnity Company, (4) Hartford Insurance Company of the Midwest, (5) Hartford Insurance Company of the Southeast, (6) Trumbull Insurance Company and/or (7) The Hartford Financial Services Group, Inc., for the full value of the losses and damages sustained by the Plaintiffs, which were caused by the windstorm loss at the subject

property, on or about **April 01, 2023**, in an amount, yet to be determined, but in excess of Twenty-five thousand (\$25,000.00) dollars, according to proof at trial;

B. Judgment against Defendant Defendants, (1) Property and Casualty Insurance Company of Hartford, (2) Hartford Casualty Insurance Company, (3) Hartford Accident and Indemnity Company, (4) Hartford Insurance Company of the Midwest, (5) Hartford Insurance Company of the Southeast, (6) Trumbull Insurance Company and/or (7) Hartford Financial Services Group, Inc. for an award of punitive damages, in an amount, to be determined by the trier of fact, but in excess of Twenty-five thousand (\$25,000.00) dollars, according to proof at trial;

C. An award of reasonable attorney's fees and costs incurred in the prosecution of this action;

- D. An award of pre-judgment interest; and
- E. Such further additional relief, whether at law or at equity, as the Court may deem proper and just.

Respectfully Submitted,

/s/ Heather M. Schisler, Esq.

Heather M. Schisler, Esq. [0076626]

Trial Attorney for Plaintiffs, Kimberly Fraley and James Fraley Law Offices of Blake R. Maislin, LLC Maislin Professional Center 2260 Francis Lane Cincinnati, Ohio 45206

PH: (513) 444-4444 Ext. 145

FX: (513) 721-5557

EM: hschisler@maislinlaw.com

JURY DEMAND

Plaintiffs hereby demand a trial by jury on all issues so triable, pursuant to, *inter alia*, Civil Rules 38 and 39 of the Ohio Rules of Civil Procedure.

/s/ Heather M. Schisler, Esq.

Heather M. Schisler, Esq. [0076626]

Trial Attorney for Plaintiffs Law Offices of Blake R. Maislin, LLC Maislin Professional Center 2260 Francis Lane Cincinnati, Ohio 45206

PH: (513) 444-4444 Ext. 145

FX: (513) 721-5557

EM: hschisler@maislinlaw.com

INSTRUCTIONS TO THE CLERK

Please issue Summons and serve the Summons and Complaint upon the named Defendant at the address stated in the caption via Certified U.S. Mail Service, Return Receipt Requested. Should service be returned as "UNCLAIMED," then please re-issue service to that Defendant, via regular U.S. mail service, postage prepaid.

/s/ Heather M. Schisler, Esq.

Heather M. Schisler, Esq. [0076626]

Trial Attorney for Plaintiffs Law Offices of Blake R. Maislin, LLC Maislin Professional Center 2260 Francis Lane Cincinnati, Ohio 45206

PH: (513) 444-4444 Ext. 145

FX: (513) 721-5557

EM: <u>hschisler@maislinlaw.com</u>

KIMBERLY FRALEY, et al

VS.

Case No.: Pending

24 CY 008

Plaintiff.

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PRAECIPE TO SERVE DEFENDANT

PROPERTY AND CASUALTY INSURANCE

COMPANY OF HARTFORD

PROPERTY AND CASUALTY INSURANCE COMPANY OF HARTFORD, et al

Defendant.

Now comes Plaintiff, by and through counsel, and asks the court to serve Plaintiff's Complaint via certified mail, to Defendant Property And Casualty Insurance Company of Hartford at, c/o CT Corporation System, 334 North Senate Avenue, Indianapolis, Indiana 46204

Respectfully submitted,

/s/Heather M. Schisler

Heather M. Schisler, Esq. [0076626]

Trial Attorney for Plaintiff

Law Offices of Blake R. Maislin, LLC

Maislin Professional Center

2260 Francis Lane

Cincinnati, Ohio 45206

(513) 444-4444 Ext. 145

(513) 721-5557 (FAX)

E-mail: hschisler@maislinlaw.com

PUNSTS UNBERWOOD
CORNERS COUNTY, OHID

KIMBERLY FRALEY, et al.

VS.

Case No.: Pending

24CV008

Plaintiff.

PRAECIPE TO SERVE DEFENDANT

HARTFORD CASUALTY INSURANCE

COMPANY

PROPERTY AND CASUALTY INSURANCE COMPANY OF HARTFORD, et al

Defendant.

Now comes Plaintiff, by and through counsel, and asks the court to serve Plaintiff's Complaint via certified mail, to Defendant Hartford Casualty Insurance Company at, c/o CT

Corporation System, 334 North Senate Avenue, Indianapolis, Indiana 46204

Respectfully submitted,

/s/Heather M. Schisler

Heather M. Schisler, Esq. [0076626]

Trial Attorney for Plaintiff

Law Offices of Blake R. Maislin, LLC

Maislin Professional Center

2260 Francis Lane

Cincinnati, Ohio 45206

(513) 444-4444 Ext. 145

(513) 721-5557 (FAX)

KIMBERLY FRALEY, et al

VS.

Case No.: Pending

24 CV008

Plaintiff,

PRAECIPE TO SERVE DEFENDANT

HARTFORD ACCIDENT AND INDEMNITY

COMPANY

PROPERTY AND CASUALTY INSURANCE COMPANY OF HARTFORD, et al

Defendant.

Now comes Plaintiff, by and through counsel, and asks the court to serve Plaintiff's Complaint via certified mail, to Defendant Hartford Accident And Indemnity Company at, c/o CT

Corporation System, 67 Burnside Avenue, East Hartford, Connecticut 06108

Respectfully submitted,

/s/Heather M. Schisler

Heather M. Schisler, Esq. [0076626]

Trial Attorney for Plaintiff

Law Offices of Blake R. Maislin, LLC

Maislin Professional Center

2260 Francis Lane

Cincinnati, Ohio 45206

(513) 444-4444 Ext. 145

(513) 721-5557 (FAX)

KIMBERLY FRALEY, et al

Case No.: Pending

24CYOO8

Plaintiff,

.

PRAECIPE TO SERVE DEFENDANT

HARTFORD INSURANCE COMPANY OF

THE MIDWEST

PROPERTY AND CASUALTY
INSURANCE COMPANY

OF HARTFORD, et al

VS.

Defendant.

Now comes Plaintiff, by and through counsel, and asks the court to serve Plaintiff's Complaint via certified mail, to Defendant Hartford Insurance Company Of The Midwest at, <u>c/o</u>

CT Corporation System, 334 North Senate Avenue, Indianapolis, Indiana 46204

Respectfully submitted,

ZH JAN 17 AN 10: 24
PEKKY S. UNDERWOOD
COMMON PLEAS COUNT

/s/Heather M. Schisler

Heather M. Schisler, Esq. [0076626]

Trial Attorney for Plaintiff

Law Offices of Blake R. Maislin, LLC

Maislin Professional Center

2260 Francis Lane

Cincinnati, Ohio 45206

(513) 444-4444 Ext. 145

(513) 721-5557 (FAX)

KIMBERLY FRALEY, et al

Case No.: Pending

24 CV 008

Plaintiff,

.

vs. : PRAECIPE TO SERVE DEFENDANT

HARTFORD INSURANCE COMPANY OF

THE SOUTHEAST

PROPERTY AND CASUALTY INSURANCE COMPANY OF HARTFORD, et al

Defendant.

Now comes Plaintiff, by and through counsel, and asks the court to serve Plaintiff's

Complaint via certified mail, to Defendant Hartford Insurance Company Of The Southeast at, c/o

CT Corporation System, 67 Burnside Avenue, East Hartford, Connecticut 06108

Respectfully submitted,

PENNY S. UNDERWOOD COLVIN PLEAS COURT CHAMPAIGH COUNTY, OHE

/s/Heather M. Schisler

Heather M. Schisler, Esq. [0076626]

Trial Attorney for Plaintiff

Law Offices of Blake R. Maislin, LLC

Maislin Professional Center

2260 Francis Lane

Cincinnati, Ohio 45206

(513) 444-4444 Ext. 145

(513) 721-5557 (FAX)

KIMBERLY FRALEY, et al

VS.

Case No.: Pending

24CV008

Plaintiff,

PRAECIPE TO SERVE DEFENDANT

TRUMBULL INSURANCE COMPANY

PROPERTY AND CASUALTY INSURANCE COMPANY OF HARTFORD, et al

Defendant.

Now comes Plaintiff, by and through counsel, and asks the court to serve Plaintiff's Complaint via certified mail, to Defendant Trumbull Insurance Company at, c/o CT Corporation

System, 67 Burnside Avenue, East Hartford, Connecticut 06108

Respectfully submitted,

MAN IT AN 10:24

/s/Heather M. Schisler

Heather M. Schisler, Esq. [0076626] Trial Attorney for Plaintiff Law Offices of Blake R. Maislin, LLC Maislin Professional Center 2260 Francis Lane Cincinnati, Ohio 45206 (513) 444-4444 Ext. 145 (513) 721-5557 (FAX)

KIMBERLY FRALEY, et al

Case No.: Pending

24CV008

Plaintiff,

PRAECIPE TO SERVE DEFENDANT VS.

THE HARTFORD FINANCIAL SERVICES

GROUP, INC

PROPERTY AND CASUALTY INSURANCE COMPANY OF HARTFORD, et al

Defendant.

Now comes Plaintiff, by and through counsel, and asks the court to serve Plaintiff's Complaint via certified mail, to Defendant The Hartford Financial Services Group, Inc at, c/o The

Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington,

Delaware 19801

Respectfully submitted,

/s/Heather M. Schisler

Heather M. Schisler, Esq. [0076626]

Trial Attorney for Plaintiff

Law Offices of Blake R. Maislin, LLC

Maislin Professional Center

2260 Francis Lane

Cincinnati, Ohio 45206 (513) 444-4444 Ext. 145

(513) 721-5557 (FAX)

CHAMPAIGN COUNTY COURT OF COMMON PLEAS URBANA, OHIO 43078

SUMMONS ON COMPLAINT

Rule 4 1970 Ohio Rules of Civil Procedure

KIMBERLY FRALEY

PLAINTIFF

VS.

PROPERTY AND CASUALTY INSURANCE COMPANY OF HARTFORD DEFENDANT Case No. 2024 CV 00008

To:

File Copy

You are hereby summoned that a complaint (a copy of which is hereto attached and made a part hereof) has been filed against you in this court by the plaintiff(s) named herein.

You are required to serve upon the plaintiff ('s') attorney, or upon the plaintiff (s) if he/she/they has/ have no attorney of record, a copy of your answer to the complaint within 28 days after service of this summons upon you, exclusive of the day of service. Said answer must be filed with this court within three days after service on plaintiff(s) attorney.

The name and address of the plaintiff ('s') attorney is as follows:

HEATHER M SCHISLER 2260 FRANCIS LANE CINCINNATI, OH 45206

If you fail to appear and defend, judgment by default will be taken against you for the relief demanded in the complaint.

PENNY S. UNDERWOOD Champaign County Clerk of Courts

75

January 17, 2024

cc: |- PROPERTY AND CASUALTY INSURANCE COMPANY OF HARTFORD

²HARTFORD CASUALTY INSURANCE COMPANY

3-HARTFORD ACCIDENT AND INDEMNITY COMPANY

4-HARTFORD INSURANCE COMPANY OF THE MIDWEST

5- HARTFORD INSURANCE COMPANY OF THE SOUTHEAST

6-TRUMBULL INSURANCE COMPANY

7-THE HARTFORD FINANCIAL SERVICES GROUP, INC 5-

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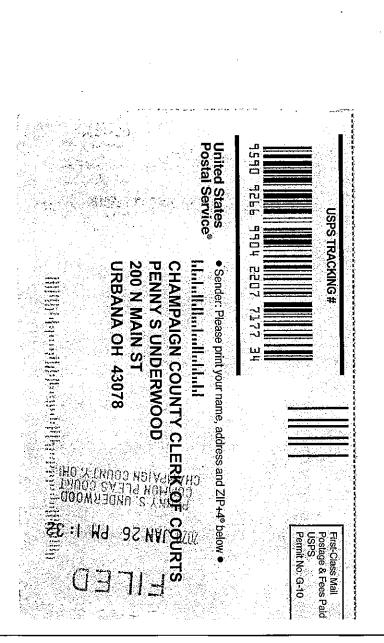
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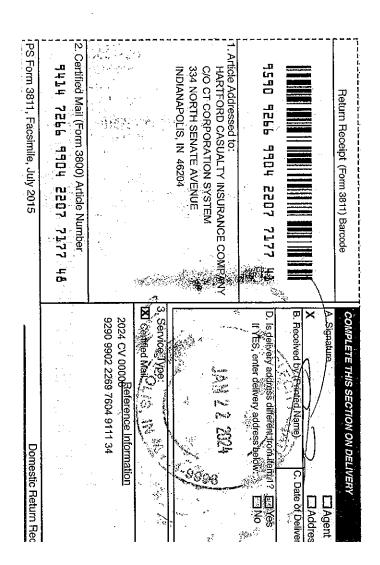
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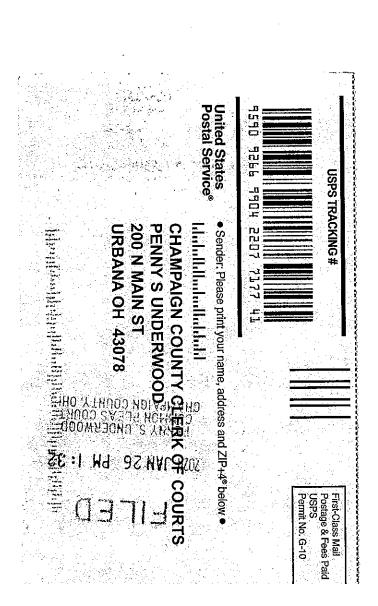
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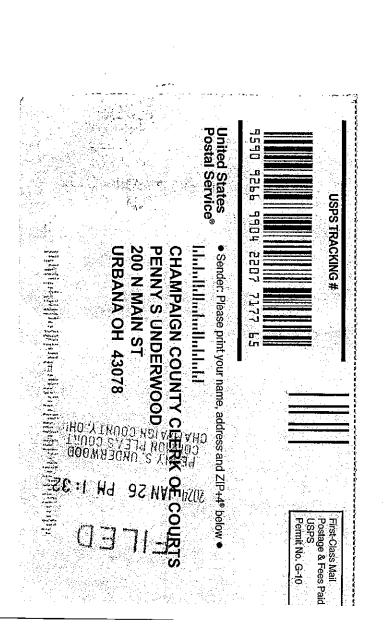
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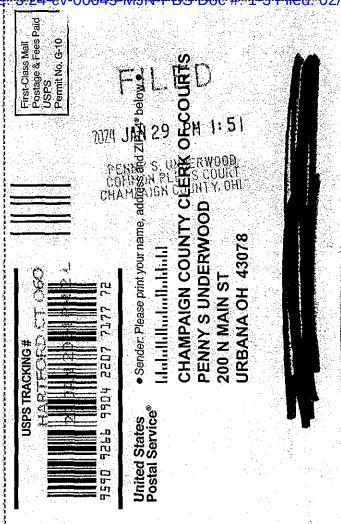




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